

# OFFICIAL GAZETTE



## GOVERNMENT OF GOA, DAMAN AND DIU

### GOVERNMENT OF GOA, DAMAN AND DIU

#### Department of Personnel and Administrative Reforms

Order

No. 3/27/82-PER (Vol. III)

Read: — Order No. 39-3-83-SA&amp;C dated 11-5-83.

The Administrator of Goa, Daman and Diu is pleased to appoint Shri J. P. Singh, IAS, as "Officer on Special Duty — CHOGM", for CHOGM Cell in Goa, in addition to his own duties as Collector of Goa until further orders.

By order and in the name of the Administrator of Goa, Daman and Diu.

N. P. Gaunekar, Under Secretary (Personnel).

Panaji, 11th May, 1983.

Order

No. 4-4-81-PER (Part)

Read: Notice of voluntary retirement dated 28-2-83 of Shri Vishvanath Rao Valaulikar, Chief Engineer (Irrigation Deptt.).

The Administrator of Goa, Daman and Diu is pleased to accept the notice of voluntary retirement under F.R.56(k) given by Shri V. R. Valaulikar, Chief Engineer, Irrigation, vide notice dt. 28-2-83.

2. Shri Valaulikar shall stand retired from his service w.e.f. 1-6-1983 (A. N.).

3. Shri B. V. Khanolkar, Superintending Engineer, Irrigation Department, shall look after the current duties of the post of Chief Engineer, Irrigation, in addition to his own duties w.e.f. 1-6-83 (A. N.) until further orders.

By order and in the name of the Administrator of Goa, Daman and Diu.

N. P. Gaunekar, Under Secretary (Personnel).

Panaji, 12th May, 1983.

#### Home Department (General)

Order

No. 4/19/80-HD(G)

Read: — Order No. 19/19/82-PER dated 18-9-1982.

In supersession of the Government order No. 19/19/82-PER dated 18-9-1982, the Administrator of Goa, Daman and Diu is pleased to appoint Shri C. G. Hede, Superintending Engineer, Public Works Department and Director on the Board of Directors of Kadamba Transport Corporation Ltd., as Managing Director of Kadamba Transport Corporation Ltd., in addition to his own duties, with immediate effect.

during the training period of Shri M. P. Tyagi, Grade I Officer of Goa, Daman and Diu Civil Service presently on deputation to Kadamba Transport Corporation Ltd.

By order and in the name of the Administrator of Goa, Daman and Diu.

R. I. Jai Prakash, Joint Secretary.

Panaji, 12th May, 1983.

#### Planning Department

Notification

No. 16-17-83/PLG

On the recommendation of the Task Force on Eco Development Plan for Goa, the Administrator of Goa, Daman and Diu is pleased to constitute an Empowered Committee of the following: —

1. Chief Secretary — Chairman.
2. Joint Secretary (U.T.) The Ministry of Home Affairs, New Delhi — Member.
3. Adviser from the Planning Commission, New Delhi — Member.
4. Secretary Town and Country Planning & PWD, Govt. of Goa, Daman and Diu, Panaji-Goa — Member.
5. Chief Town Planner Govt. of Goa, Daman and Diu Panaji-Goa — Member.
6. Director of Industries and Mines, Govt. of Goa, Daman and Diu, Panaji-Goa — Member.
7. Secretary to the Lt. Governor (for linkage with the Eco-Development Council) — Member.
8. Under Secretary Deptt. of Science, Technology and Environment — Member Secretary.

The Committee shall take the necessary administrative decisions as a follow up of the recommendations of the Task Force. It shall also submit reports in this regard to the Chief Minister and the Cabinet periodically on action taken on the recommendation of the Task Force.

By order and in the name of the Administrator of Goa, Daman and Diu.

K. B. Verekar, Planning Officer.

Panaji, 9th May, 1983.

#### Local Administration and Welfare Department

Order

No. 6-26-82-LAWD (Part)

Read: Order No. 6-46-76-LSG (Vol. II) dated 6-5-1983.

Smt. Elifa A. Pereira and Smt. Lalan Shinde, both Social Welfare Officers in the Directorate of Social Welfare, Panaji,

are appointed to hold additional charge of the posts of Child Development Project Officers of Bardez and Ponda Blocks, respectively, in addition to their own duties with immediate effect and until further orders.

2. Shri G. M. Rathod, Block Development Officer, Daman is also appointed to hold additional charge of the post of Child Development Project Officer, Daman in addition to his own duties with immediate effect and until further orders.

3. The above officers will claim charge allowance as admissible under the rules.

By order and in the name of the Administrator of Goa, Daman and Diu.

Alexandre Pereira, Under Secretary (Revenue).

Panaji, 9th May, 1983.

#### Notification

No. 7-24-74-LSG

Read: Notification No. 7-24-74-LSG dated 18-3-1982.

In supersession of Government Notification of even number dated 18-3-1982 the words "Secretary Planning-Cum-Development Commissioner" shall be substituted by the words "Secretary-in-Charge of Provedoria" as Chairman of the Council of Provedoria with immediate effect.

By order and in the name of the Administrator of Goa, Daman and Diu.

Alexandre Pereira, Under Secretary (Revenue).

Panaji, 2nd May, 1983.

### Revenue Department

#### Notification

No. 22/142/82-RD

Whereas by Government Notification No. 22/142/82-RD dated 30-11-82 published on page 489-490 of Series II, No. 37 of the Official Gazette dated 9-12-82 it was notified under Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as "the said Act") that the land, specified in the schedule appended to the said Notification (hereinafter referred to as the "said land") was likely to be needed for public purpose viz. for construction of New Bus Terminus at Vadem, Vasco da Gama.

And Whereas the Government is of the opinion that its acquisition is urgently necessary, the provisions of sub-section (1) and sub-section (4) of Section 17 of the said Act

#### SCHEDULE

(Description of the said land)

Taluka	Village	P.T.S. No.	Chalta No.	Names of the persons believed to be interested	Area in sq. mts.
1	2	3	4	5	6
Mormugao	Vasco da Gama	70	1/1	O: Comunidade.	2606.00
				T: Anant Sitaram Arondekar.	
			1/2	O: Comunidade.	2550.00
				T: Constancio Piedade.	
			1/3	O: Comunidade.	2469.00
				T: Socorro Vaz.	
			1/4	O: Comunidade.	3263.00
				T: Allino Gregorio Gomes.	
			1/5	O: Comunidade.	1650.00
				T: Antonio Gomes.	
			1/6	O: Comunidade.	4230.00
				T: Babal Yeshwant Nalk.	
			1/7	O: Comunidade.	2344.00
				T: Socorro Vaz.	
			1/8	O: Comunidade.	3850.00
				T: Francisco Xavier de Rosario.	
			1/9	O: Comunidade.	2533.00
				T: Roque Patricio Gomes.	
			1/10	O: Comunidade.	2280.00
				T: Izabel Gomes.	

### Office of the Registrar of Cooperative Societies

No. 48/1/83/TS

Read: This office letter No. 48/1/81/TS dated 15-4-82 appointing Shri Ashraf Aga, Advocate Panaji to perform the duties of Registrar's Nominee in the jurisdiction of Asstt. Registrar of Coop. Societies, Central Zone, Panaji for a period of one year.

#### Order

In exercise of the powers delegated to me vide Govt. Order No. CDB/COOP/1198/68-71 dated 20-5-71 under Sub-Section (3) of Section 91 of the Maharashtra Cooperative Societies Act, 1960, as applied to this Union Territory read with Sub-Rule (1) of Rule 73 of the Coop. Societies Rules, 1962, I, J. X. Walke, Dy. Registrar of Cooperative Societies, am pleased to extend the term of appointment of Shri Ashraf Aga, Advocate, Panaji, as Registrar's Nominee for deciding disputes arising in any one or more Cooperative Societies functioning in the jurisdiction of the Asstt. Registrar Coop. Societies, Central Zone, Panaji for a further period of one year with effect from 14-4-83 to 13-4-84.

J. X. Walke, Dy. Registrar of Coop. Societies.

Panaji, 19th May, 1983.

are made applicable, and that the Collector appointed under paragraph 2 below, shall at any time, on expiry of 15 days from the publication of notice relating to the said land under sub-section (1) of Section 9 of the Act, take possession of the said land.

Now therefore the Government is pleased to declare under the provision of Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government is also pleased to appoint under clause (c) of Section 3 of the said Act, the Dy. Collector, South Sub-Division, Margao to perform the functions of the Collector for all proceedings hereinafter to be taken in respect of the said land and to direct him under Section 7 of the said Act to take order of the acquisition of the said land.

3. A plan of the said land can be inspected at the Office of the Dy. Collector, South Sub-Division, Margao till the award is made under Section 11.

1	2	3	4	5	6
Mormugao	Vasco da Gama	70	1/11	O: Comunidade.	2563.00
			1/12	T: Zacarias de Rosario.	
				O: Comunidade.	2876.00
			1/13	T: Albrino Gregorio Gomes.	
				O: Comunidade.	2969.00
			1/14	T: Pedro Antonio Pereira.	
				O: Comunidade.	2239.00
			1/15	T: Rosa Quiteria Souza.	
				O: Comunidade.	2392.00
			1/16	T: Constancio Pogado.	
			(part)	O: Comunidade.	2737.00
			1/17	T: Roberto Gonsalves.	
			(part)	O: Comunidade.	2363.00
			1/18	T: Antonio Gomes.	
			(part)	O: Comunidade.	2518.00
			1/19	T: Albino Gregorio Gomes.	
			(part)	O: Comunidade.	2251.00
			1/20	T: Roque Patrocio Gomes.	
			(part)	O: Comunidade.	2241.00
			1/21	T: Fransquinho Pereira Gomes.	
				O: Comunidade.	2383.00
				T: Roque Patricio Gomes.	
Total .....					55307.00

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

L. J. Menezes Pais, Under Secretary (Revenue-I).

Panaji, 3rd May, 1983.

#### Notification

No. 22/66/81-RD

Whereas by Government Notification No. 22/66/81-RD, dated 16-1-1982 published on pages 541-543 of Series II, No. 44 of the Official Gazette dated 1-2-1982, it was notified under Section 6 of the land Acquisition Act, 1894 (hereinafter referred to as the "said Act") that the land specified in the Schedule appended to the said Notification (hereinafter referred to as the "said land") was likely to be needed for public purpose viz. for rehabilitation of affected families by Anjunem Irrigation Project at Poriem, village Satari.

And Whereas the Government is satisfied after considering the report made under sub-section (2) of Section 5A of the said Act, that only 4,87,150 sq. metres of the said land specified in the Schedule hereto is not needed for the public purpose specified above.

Now, Therefore, in exercise of the powers conferred under sub-section (1) of Section 48 of the said Act, the Government is pleased to withdraw from acquisition the excess land specified in the Schedule hereto.

#### SCHEDULE

Sr. No.	Survey No.	Sub- Div. No.	Area in sq. mts.
1	2	3	4
1.	21	1 part A	85,175
2.	22	1 part	15,600
			1,00,775 Sq. mts.

The persons interested in the said land, may lodge before the Special Land Acquisition Officer, Sanguem within a period of thirty days from the date of publication of this Notification in the Official Gazette, claims for compensation under sub-section (2) of Section 48 of the said Act, for the damage suffered by them in consequence of the notice or of any proceedings thereunder and for costs reasonably incurred by them in prosecution of the proceedings under the said Act relating to the said land.

A plan of the land, shall be made available for inspection in the office of the Special Land Acquisition Officer, Sanguem for a period of thirty days from the date of publication of this Notification in the Official Gazette.

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.

L. J. Menezes Pais, Under Secretary (Revenue — I).

Panaji, 7th May, 1983.

#### Public Health Department

#### Order

No. PHD/1(32)/77/Aptt/2066

On the recommendation of the Departmental Promotion Committee, the Administrator of Goa, Daman and Diu is pleased to confirm Shri P. K. Chakraborty of the Institute of Psychiatry and Human Behaviour, Panaji in the post of Psychologist in the Institute of Psychiatry and Human Behaviour, Panaji with immediate effect.

This issues with the approval of Union Public Service Commission vide letter No. F.12/13(2)/83-AU-II dated 16th April, 1983.

By order and in the name of the Administrator of Goa, Daman and Diu.

S. D. Sadhale, Under Secretary (Health).

Panaji, 9th May, 1983.

#### Industries and Labour Department

#### Order

No. 28/6/83-ILD

Whereas the Lieutenant Governor of Goa, Daman and Diu is of the opinion that an industrial dispute exists, between the management of M/s. London Star Diamond (India) Private Limited, Corlim, Ilhas-Goa, and their workmen, represented through Goa Trade and Commercial Workers' Union, Panaji-Goa, in respect of the matters specified in the Schedule annexed hereto (hereinafter referred to as the 'said dispute');

And whereas the Lieutenant Governor of Goa, Daman and Diu considers it expedient to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Lieutenant Governor of Goa, Daman and Diu hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa, Daman and Diu, Panaji-Goa, constituted under section 7A of the said Act.

#### SCHEDULE

"Whether the action of the managements of M/s. London Star Diamond Company (India) Private Limited,

Corlim, Ihas-Goa, in declaring a lockout w.e.f. 19-10-1982 at their factory located at Corlim Industrial Estate, was illegal?

If so, to what relief the workmen are entitled to?"

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.

S. D. Sadhale, Under Secretary (Industries and Labour).

Panaji, 11th May, 1983.

Order

No. 28/2/79-ILD

The following Awards given by the Industrial Tribunal, Goa, Daman and Diu are hereby published as required under the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947).

By order and in the name of the Administrator of Goa, Daman and Diu.

S. D. Sadhale, Under Secretary (Industries and Labour).

Panaji, 22nd April, 1983.

# IN THE INDUSTRIAL TRIBUNAL GOA, DAMAN AND DIU, PANAJI-GOA

(Before Dr. Renato de Noronha, Hon'ble Presiding Officer)

Reference No.: IT/1/78

1. Shri Mohan Ankush Gauns ... Workman/Party I  
V/s.

1. M/s. Jose Francisco do Santos ... Employer/Party II

Employer/Party II represented by Adv. R. M. S. Khandeparkar.

Panaji. Dated: 18-4-1983

## REPORT

This is a reference made to this Tribunal by the Government of Goa, Daman & Diu, by its Order No. IRM/CON(51)/77/IT-20/77 dated 6th January, 1978. The schedule annexed to the order of reference reads as follows:

"Whether the action of the management of M/s. Jose Francisco dos Santos, Vidyannagar, Margao, in terminating the services of Shri Mohan Ankush Gauns with effect from 1-12-1976 is legal and justified?

If not, to what relief the workman is entitled to?"

2. In his statement of claim, the workman has stated that he was appointed by the employer as a Helper in his workshop at Margao from 2-3-1976 and on 15-11-1976 was served with a notice of termination of services w.e.f. 12-12-1976, under the pretext that there was no sufficient work in the workshop. The workman contested the employer's contention by letter dated 20-12-1976, demanding reinstatement with continuity of service and full back wages, but with no result. Then the Labour Commissioner was approached and the matter taken up in conciliation, which ended in failure. Hence, this reference. His case is that the termination of his services by the employer is illegal, unjustified and in contravention of Section 25F of the I.D.A., 1947, hereinafter called the Act. He has been retrenched when other employees Jr. to him have been retained; he has also not been paid his legal dues. His prayer is that he be reinstated in service, with continuity and full back wages.

3. The employer, in its written statement, has raised a preliminary objection regarding the maintainability of the reference and jurisdiction of this Tribunal to entertain it and, on merits, contended that the workman's claim is false, baseless and frivolous. Employer's case is that the workman was appointed as helper, as per the availability of work, for the first time on 15-4-1976 and not from 2-3-1976, as stated by him, and, thereafter, as and when the work was available; in all, he has worked for 178 days during the period from 15-4-1976 to 30-11-1976. It is false that he was served with termination notice w.e.f. 12-12-1976, as there was no need of such notice. In order to make the workman aware of the non availability of work in the workshop, he was informed of this fact by notice dated

15-11-1976; he was also informed that, incase work was available, he would be called again. It is denied that it is a retrenchment notice given under the pretext that there was no sufficient work in the workshop. The workman is not entitled to claim the benefits of Section 25F of the Act. For the total service of 178 days put up by the workman, he is entitled to 9 days of leave only, which payment he was asked to collect but he has not collected with ulterior motives.

4. Following issues were framed by the Tribunal:

"1. Does the Employer/Party II prove that the termination of the services of the Workman/Party I is legal and justified?

2. Does the Workman/Party I prove that there was no reason for his Retrenchment when he was given notice of the termination of his services?

3. Does the Workman/Party I prove that after his services were terminated, many new workers have been recruited?

4. Does the Workman/Party I prove that the termination of his services have been made in contravention of Sec. 25F of the Industrial Disputes Act, 1947?

5. Does the Employer/Party II prove that this Tribunal has no jurisdiction to entertain the claim?

6. Does the Employer/Party II prove that the Reference is not valid?"

5. As the preliminary issues Nos. 5 & 6 were not pressed by the employer, the same were dropped. Regarding the other issues, none of the parties led any evidence before me in support of their contentions, inspite of several adjournments granted and, finally also failed to remain present on some of the dates fixed for the hearing.

6. As it was for the employer and workman to prove their respective contentions, before the Tribunal and since they have failed to adduce any evidence in support of such contentions, this Tribunal is not in a position to answer to this Reference in one way or the other and, hence, this report, with a request that the matter be treated as closed.

Dr. Renato de Noronha  
Presiding Officer,  
Industrial Tribunal.

# IN THE INDUSTRIAL TRIBUNAL GOA, DAMAN & DIU, PANAJI GOA.

(Before Dr. Renato de Noronha, Hon'ble Presiding Officer)

Reference No.: IT/6/82

1. Shri Anil P. Amonkar ... Workman/Party I  
V/s.

1. M/s. Shirodkar Printers ... Employer/Party II

Employer/Party II represented by Adv. Sukhtankar.

Panaji. Dated: 11-4-1983.

## AWARD

This is a reference made to this Tribunal by the Govt. of Goa, Daman & Diu, by its Order No. 28/14/81-ILD dated 30th January, 1982. The schedule annexed to the order of reference reads as follows:

"Whether the action of the employer of M/s. Shirodkar Printers, Margao Goa, in terminating the services of Shri Anil P. Amonkar, Margao Goa, a Printer, with effect from 31-12-1980 is legal and justified?

If not to what relief the workman is entitled to?"

2. In his statement of claim, the workman states that he was employed as a Printer in the Printing Press of the employer situated near Canara Bank, Margao, since 3rd March 1980. He was not issued any appointment letter or leave book and also was not allowed any paid leave. When the workman requested the employer to comply with this statutory requirements, the employer verbally terminated his services with immediate effect from 31-12-1980. The workman, by his letter dated 3-1-1981 addressed to the employer, demanded his reinstatement with full back wages and con-

tinuity of services, but the employer failed to respond to the demand and so the matter was referred to the Labour Commissioner. The Asstt. Labour Commissioner took up the matter in conciliation and, as there was no possibility of settling it, he submitted his failure report to the Government and, hence, this reference. The workman has prayed that he be reinstated in service with continuity and full back wages.

3. In the written statement, the employer's case is as follows:

The employer has his Printing Press in Margao and, when the work is excessive, he engages more labourers purely on daily wages and till all the work is completed. During the months of November and December 1980, there was excessive work of printing and the employer had to appoint labourers on daily wages till all the work was over. Accordingly in November 1980, the workman, who introduced himself as a printer, was allowed to work on daily wages till the excessive work was completed. His wages were Rs. 12/- per day. The excess work was completed by the end of December 1980 and so the workman was relieved from that date. Again, the workman came to the employer for work on 9-2-1982 and received his wages for the period from 9-2-1982 to 13-2-1982 and, after that, he never turned up. The employer has denied that the workman is entitled to the relief claimed or any other relief.

4. Following issues were framed by the Tribunal:

- "1. Whether the workman/Party I proves that he was employed with the employer/Party II since 4-3rd March, 1980, and his services were verbally terminated with immediate effect from 31-12-1980, when he requested the employer to comply with the statutory demands regarding his conditions of services?
  2. Whether the workman proves that such termination is bad in law and, therefore, should be set aside and he reinstated with continuity of services and full back wages?
  3. Whether the employer proves that the workman was engaged on daily wages, at the rate of Rs. 12/- per day, in the month of November, 1980, till the excessive printing work was over in December, 1980?
  4. Whether the employer proves that the workman again came to work for him on 9-2-1980 and took his wages from 9th upto 13th February, 1982?
  5. Whether the employer proves that, due to the fact stated in issue No. 4, this reference has become infructuous?
  6. Whether the workman proves that the Xerox copy of the voucher filed by the employer is forged?"
5. When evidence of the employer was being recorded, both the parties approached the Tribunal and filed a joint application stating that the dispute had been settled amicably between them and prayed that a consent award be passed by the Tribunal.
6. As per the settlement terms filed by the parties, the employer has paid Rs. 200/- to the workman and the workman has stated that he has no further claim against the employer and so he drops his claim for reinstatement or wages. These settlement terms are just and fair to both the parties and so I accept them and pass the following order:

Order

Consent Award in terms of the above settlement is hereby made and the matter is disposed off. No order as to costs.

Dr. Renato de Noronha  
Presiding Officer,  
Industrial Tribunal.

#### IN THE INDUSTRIAL TRIBUNAL GOA, DAMAN AND DIU, PANAJI GOA

(Before Dr. Renato de Noronha, Hon'ble Presiding Officer)

Reference No.: IT/13/83

- |   |                     |
|---|---------------------|
| 1. Shri Pandurang B. Naik and<br>10 other Workmen<br>V/s. | — Workmen/Party I   |
| 1. M/s. Goa Sintered Products<br>Private Limited          | — Employer/Party II |
- Panaji. Dated: 13-4-1983

#### AWARD

This is a reference made to this Tribunal by the Government of Goa, Daman & Diu, by its Order No. 28/53-82-ILD dated 25th February, 1983. The schedule annexed to the order of reference reads as follows:

"I. Whether the action of the employer, M/s. Goa Sintered Products Private Limited, Mugalee, Curtorim, St. Jose de Areal, Salcete-Goa, in terminating the services of the following employees is legal and justified?

Sl. No. Names and Designation of the employees with the date of termination

1. Shri Pandurang B. Naik, Operator-cum-Helper with effect from 8-10-1982.
2. Shri Chandan Parodkar, Helper w.e.f. 18-10-82
3. Shri Prakash Bandekar, Helper w.e.f. 18-10-82
4. Shri Salu Fernandes, Helper w.e.f. 18-10-82
5. Shri Raju Shyam, Helper w.e.f. 18-10-82
6. Shri Raviraj Magala, Helper w.e.f. 18-10-82
7. Shri Mahadev Lukhbalkar, Helper w.e.f. 18-10-82
8. Shri Shantaram Govekar, Helper w.e.f. 18-10-82
9. Shri Francis Pereira, Helper w.e.f. 18-10-82
10. Shri Vijay Porob, Helper, w.e.f. 18-10-82
11. Shri John Mascarenhas, Helper w.e.f. 18-10-82

If not, to what relief the workmen are entitled to?"

II "Whether the demand of the workmen of M/s. Goa Sintered Products Private Limited, Mugalee, Curtorim, St. Jose de Areal, Salcete Goa, for revision of rates of wages at the rate of a) Rs. 30/- per day for Operator-cum-Helper; b) Rs. 30/- per day for Turner Grinder, and c) Rs. 20/- per day for Helper & Lapper, is justified and if so, what wage rates should be fixed for the said categories and from which date it should be applicable?"

2. When the matter was fixed for the statement of claim of the Union; both the parties approached this Tribunal and filed a memo of settlement arrived at between them, praying that a consent award in terms of it be passed and the second part of the order of reference be treated as disposed off.

3. I have carefully considered the terms of the settlement which refer to the Charter of Demands of the Union, subject matter of the 2nd part of the order of reference in question and I should say that they are just and fair to both the parties. Hence, I accept them and pass the following order:

#### ORDER

Consent Award in terms of the settlement above, which shall form part of this award is hereby made and the 2nd part of the order of reference is disposed off. The reference will now proceed only regarding the 1st part of the order. No order as to costs.

Dr. Renato de Noronha  
Presiding Officer  
Industrial Tribunal

Before the Hon'ble Industrial Tribunal, Goa, Daman and Diu  
at Panaji

Reference No. IT/13/83

#### BETWEEN

M/s Goa Sintered Products Pvt. Ltd.  
AND

Their workmen represented by Goa  
Trade & Commercial Workers' Union

— I Party

— II Party

#### JOINT MEMO

May it please your Honour:

Both the parties submit that they arrived at an amicable settlement in respect of matters specified in part II of the Schedule to the Order of reference no. 28/53-82-ILD dated 25th February, 1983 referred to this Hon'ble Tribunal for adjudication.

Both the parties pray that this Hon'ble Tribunal may be pleased to take on record the settlement and pass an award in terms of the settlement in the interest of justice and equity.

For Goa Trade & Commercial  
Workers' Union

Sd/-

Panaji-Goa  
13th April, 1983.

(Christopher Fonseca)  
President

For Goa Sintered Products Pvt. Ltd.

Sd/-

(Anil G. Lotlikar)  
Managing Director

2. Shri P. T. Janardhanan  
Tool-Room Executive

2. Shri Ramadas Niloba  
Govek.

3. Shri Chillaya Dattaram  
Naik.

4. Shri Agnelo Menezes.

#### SHORT RECITAL OF THE CASE

The workmen of Goa Sintered Products Pvt. Ltd. Mugalee, St. Jose de Areal, represented by Goa Trade and Commercial Workers' Union made certain demands for revision of wages, under their letter dated 19th October, 1982 and went on strike from 20th October 1982. As a result of bipartite discussions between the parties on 12-3-1983; 14-3-1983 and 16-3-1983 and of thorough consideration of all aspects, this settlement was arrived at on 8th day of April, 1983 on the following terms and conditions as agreed to between and by the parties on 29th March 1983.

#### MEMORANDUM OF SETTLEMENT

##### Names of the Parties:

Representing Employer: Workers represented by:  
M/s. Goa Sintered Products Pvt. Ltd. Mugalee, St. Jose de Areal, Goa, Goa Trade & Commercial Workers' Union, Assonora-Goa.  
1. Shri Anil G. Lotlikar Managing Director 1. Shri Christopher Fonseca President

#### TERMS OF SETTLEMENT

1. That the classification/categorisation vis-a-vis revised pay-scales and fitment into revised pay scales of the existing workmen of the Company will be as set out below, effective from 1st April, 1983. The employer agrees to advance on execution of this settlement, an amount to each of the permanent workmen as shown in Col. 6 below which said amount will be recovered by the number of equal instalments as shown in Col. 7 in accordance with the provisions of the Payment of Wages Act, 1936 and the Rules thereunder.

Sr. No.	Name of workmen with designation	Status	Revised pay Scale	Fitment (Rs. per day)	Advance in Rupees	Recovery of Advance
1	2	3	4	5	6	7
1.	Shri Ramdas Govekar Operator-cum-Helper G. I.	Permanent	16.00-0.75-19.00 1.00-25.00-1.50- 29.50	21.00	500.00	5 instalments of Rs. 100/-.
2.	Shri Agnelo Menezes Operator-cum-Helper	"	— do —	20.00	500.00	5 instalments of Rs. 100/-.
3.	Shri Chillaya Naik Operator-cum-Helper G. I.	"	— do —	18.25	500.00	5 instalments of Rs. 100/-.
4.	Shri Surendra Kurup Operator-cum-Helper	"	— do —	18.25	NIL	NIL
5.	Shri Dnyaneshwar Padwalkar Operator-cum-Helper G. I.	"	— do —	17.50	500.00	5 instalments of Rs. 100/-.
6.	Shri Ganpat Kotharkar Operator-cum-Helper G. II	"	13.00-0.50-15.00 0.75-19.50	16.50	500.00	5 instalments of Rs. 100/-.
7.	Shri Vilas Gurav Operator-cum-Helper	"	— do —	15.75	400.00	5 instalments of Rs. 80/-.
8.	Arun Kumar Operator-cum-Helper	"	— do —	15.75	NIL	NIL
9.	Shri Harichandra Desai Operator-cum-Helper G. II	"	— do —	15.00	300.00	6 instalments of Rs. 50/-.
10.	Shri Gopal Malshekar Operator-cum-Helper	"	— do —	14.50	500.00	5 instalments of Rs. 100/-.
11.	Shri Chandrakant Pednekar Operator-cum-Helper	"	— do —	14.50	400.00	5 instalments of Rs. 80/-.
12.	Shri Patrick Fernandes	"	10.00-0.35-11.75- 0.50-14.25	13.25	NIL	NIL
13.	Shri Ulhas L. Naik Operator-cum-Helper	"	— do —	12.25	500.00	5 instalments of Rs. 100/-.
14.	Shri Sudhakar Parit Operator-cum-Helper	"	— do —	12.25	NIL	NIL
15.	Shri Madhusudan Pillai Operator-cum-Helper	"	— do —	11.75	NIL	NIL
16.	Shri Ram Pagi Operator-cum-Helper	"	— do —	11.75	300.00	6 instalments of Rs. 50/-.
17.	Shri Babu Kutty Operator-cum-Helper G. III	"	— do —	10.70	400.00	5 instalments of Rs. 50/-.
18.	Shri Ulhas S. Naik Operator-cum-Helper G. III	"	— do —	10.35	200.00	4 instalments of Rs. 50/-.
19.	Miss Rosy Sequeira Operator-cum-Helper G. III	"	6.50-0.25-90-00 0.35-10.75	9.70	NIL	NIL
20.	Miss Savita Naik Helper	"	— do —	8.75	400.00	5 instalments of Rs. 80/-.
21.	Miss Julie Baretto Helper	"	— do —	8.75	NIL	NIL
22.	Miss Champar Shirodkar Helper	"	— do —	8.75	300.00	6 instalments of Rs. 50/-.

1	2	3	4	5	6	7
23.	Miss Sumitra Shirodkar Helper	Permanent	6.50-0.25-90-00 0.35-10.75	8.75	300.00	6 instalments of Rs. 50/-
24.	Shri Francisco Fernandes Operator-cum-Helper	Temporary	—	8.75	100.00	2 instalments of Rs. 50/-
25.	Shri Raja Ram Operator-cum-Helper	"	—	8.75	100.00	2 instalments of Rs. 50/-
26.	Vasant Kumbhar Operator-cum-Helper	"	—	8.75	100.00	2 instalments of Rs. 50/-
27.	Shri Vincy Fernandes Operator-cum-Helper	"	—	8.75	100.00	2 instalments of Rs. 50/-
28.	Shri Antonio Tereza Operator-cum- -Helper	"	—	8.75	NIL	NIL
29.	Shri Luis D'Souza Trainee	"	—	9.65	NIL	NIL

The annual increment permissible in the above scale for permanent workman will be granted on 1-4-1984 and thereafter on 1st April of each calendar year.

## 2. Uniforms:

Two pairs of uniforms will be provided to each of the permanent workmen annually.

3. It is agreed that those workmen attending 2nd and 3rd shift will be supplied tea free of cost on following scale.

IIInd Shift — One cup of tea.

IIIrd Shift — Two cups of tea.

## 4. Finality of Disputes:

It is understood by and between the parties that this settlement effectuates the purpose of charter of demands pertaining to revision of wages dated 19th October, 1982 of the Union and that all outstanding disputes/demands relating to revision of pay scales that go to make wages are hereby settled finally. Any anomalies arising out of the implementation of settlement are to be settled through mutual discussion.

## 5. Duration of Settlement:

This settlement shall be in force till 30th March, 1986.

## 6. No Fresh Demands:

During the period this settlement is in operation, the Union or the workmen will not make any fresh demands involving financial burdens or raise any disputes on the subjects covered by or waived under this settlement.

## 7. Undertaking on the part of the workmen and the Union:

The workmen undertake to achieve minimum production targets on each of the machines per shift on the following scales, provided the machines and tools are in working condition.

Name of the press	Production target per shift
Hedavkar	5,500 pieces/units
P-40	1,200 "
HPM	600 "
MTA	4,725 "
K-30	3,750 "
Saraswati	3,000 "
Himla	will be decided after mutual discussion.

Representative of the workmen and the Management of the Company will meet once in the first week of every calendar month for assessment production targets as aforesaid and discuss the steps to be taken for effectively

achieving the said targets. The Management of the Company undertakes to place before the meeting the production figures for the previous calendar month and the target to be achieved for the current month. The workmen and the Union solemnly pledge that during the operation of this settlement, there shall be complete industrial peace at the factory and all efforts will be concentrated on the task of improving production for mutual benefit. If any dispute and/or difference between the parties hereto arises, the same will be settled through bipartite negotiations.

## 8. Wages for strike period:

It is agreed and declared by the parties hereto that no wages for the strike period from 20th October, 1982 to April 1983 are payable by the Company to the workmen and that in view of this settlement, the Union and/or workmen will not make any claim on the Company in this behalf.

## 9. Filling of settlement:

Both the parties agree to file this settlement in Reference No. IT/13/83 before the Hon'ble Industrial Tribunal, Goa, Daman and Diu at Panaji with a prayer to pass an Award in terms of settlement in respect of Item II of Schedule in the order of Reference No. 28/53-82-12D dated 25th February, 1983.

In witness whereof the parties have signed this Memorandum of Settlement this 8th day of April, 1983 at Panaji-Goa.

For M/s. Goa Sintered Products Private Limited For Goa Trade & Commercial Worker's Union

1. Sd/-  
(Anil G. Lotlikar)  
Managing Director

1. Sd/-  
(Christopher Fonseca)  
President

2. Sd/-  
(P. T. Janardhanam)  
Tool-Room Executive

2. Sd/-  
(Ramdas N. Govekar)

3. Sd/-  
(Chillaya D. Naik)

4. Sd/-  
(Agnelo Menezes)  
(Local Committee Members)  
in presence of:

In presence of:

Sd/-  
(Dionisio Fernandes)

Sd/-  
(Dionisio Fernandes)